

State of New Hampshire
Before the Site Evaluation Committee
Docket No. 2015-06

Joint Application of Northern Pass Transmission LLC and Public Service Company of New Hampshire d/b/a/Eversource Energy for a Certificate of Site and Facility for the Construction of a New 1,090 MW Electric Transmission line.

PETITION TO INTERVENE

We, Craig and Corinne Pullen, Windswept Farm at 63 Old Schoolhouse Road, Canterbury, New Hampshire 03224 respectfully request to intervene in this docket in accordance with RSA 541-A : 32 and SEC Rule Site 202.11. In support of this petition, we state as follows:

1. We own property in Canterbury, consisting of 137 acres and known as Windswept Farm. See Deed recorded May 21, 2001 in the Merrimack County Registry of Deeds at Book 2263, Page 1878, a copy of which is attached hereto as Exhibit 1.
2. The property is subject to easement rights granted to Public Service Company of New Hampshire (“PSNH”) -
 - A. In 1929 by Kenneth B. Pope, in Deed recorded in the Merrimack County Registry of Deeds at Book 502, Page 443, a copy of which is attached hereto as Exhibit 2, and
 - B. In 1950, by Roland and Margaret Fifield, in Deed recorded in the Merrimack County Registry of Deeds at Book 688, Page 459, a copy of which is attached hereto as Exhibit 3.
3. The total consideration for the easement rights granted to PSNH and described in Exhibits 2 and 3 hereto did not exceed \$126 (one hundred and twenty six dollars).
4. In the right-of-way described in the 1929 and 1950 deeds, PSNH constructed and currently maintains high voltage electric transmission lines strung on towers 43 and 50 feet high.
5. In the joint application which is the subject of this docket, Northern Pass Transmission LLC (“NPT”) and PSNH propose that PSNH will lease to NPT the

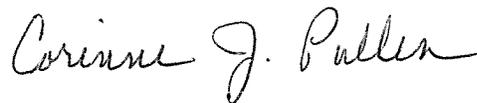
right to construct, maintain, and operate a new high voltage electric transmission line, strung on towers 97 feet high and thus far exceeding the height of the existing towers, without any further compensation to us as the owners of the underlying land.

6. Our business, Windswept Farm, constructed in 1745, is highly dependent on tourism and paying guests. The construction of a new high voltage electric transmission line - with towers far higher than the existing ones located only 1200 feet from our historic farmhouse and barns and protruding far above the tree line on either side of the transmission line right-of-way - would, we believe have a devastating effect on our business and our livelihood.
7. We thus have a significant interest in the conduct and outcome of this proceeding, and request that we be granted the right to intervene in this docket.

Respectfully submitted,



Craig A. Pullen



Corinne J. Pullen

Windswept Farm, LLC
63 Old Schoolhouse Road
Canterbury, NH 03224
603 848-1718
WindsweptFarmNH@comcast.net

Dated: January 26, 2016

CERTIFICATE OF SERVICE

I certify that on this 26th day of January, 2016, this petition to intervene in the above captioned docket was sent by first class mail to Pamela Monroe, Administrator of the Site Evaluation Committee, at 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301, with a copy to Peter Roth, Esq., Counsel to the Public, New Hampshire Department of Justice, 33 Capitol Street, Concord, New Hampshire 03301, with electronic copies to the service list on this docket.

January 26, 2016



Corinne J. Pullen

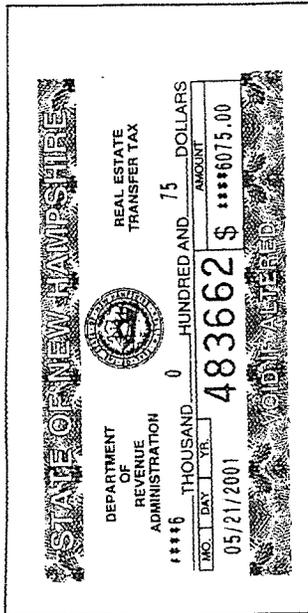
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QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Windswept Farms, Inc., a New Hampshire corporation with a mailing address of 92 S. West Road, Windswept Farms, Canterbury, New Hampshire 03224, for consideration paid, grants to Craig Pullen and Corinne Pullen, husband and wife, having an address of 450 Bedford Road, New Boston, New Hampshire 03070, as joint tenants with rights of survivorship, with

QUITCLAIM COVENANTS, the following:

Two (2) certain tracts or parcels of land, together with the buildings and improvements thereon, and appurtenances thereto, situated in the Town of Canterbury, County of Merrimack, and State of New Hampshire, being further bounded and described as follows:

Tract I: A certain tract of land with the buildings and improvements thereon, situated on the westerly side of State Route 3-B in said Canterbury, bounded and described as follows:

Beginning at the northwest corner of the intersection of said Route 3-B and the old road from the residence formerly of Albert Blanchard, now or formerly of Hugh Fifield, to Canterbury Depot; thence northerly along the westerly side of said Route 3-B following the stone wall to its intersection with a stone wall running westerly at land now or formerly of Stuart D. Fifield and Pamela Ann Fifield; thence westerly following said stone wall and said land of Fifields about 285 feet to a granite post at the end of said wall; thence northwesterly, still by said Fifields' land about 575 feet to a granite post near the easterly side of a pond; thence northerly following said Fifields' land about 610 feet to a granite post; thence easterly continuing by said Fifields' land about 155 feet to a granite post at land now or formerly of Ronald Corriveau; thence northerly by

said Corriveau land and land now or formerly of James Aulsebrook about 370 feet to a granite post at land now or formerly of Louisa Jackman; thence westerly by said Jackman land following the course of a barbed wire fence about 2,324 feet to the easterly side of the said old road from the former residence of Albert Blanchard to Canterbury Depot; thence southerly along the easterly side of said old road about 1,615 feet to a corner in said road; thence easterly still following said old road about 2,600 feet to the point of beginning at said Route 3-B. Containing 85 acres, more or less.

The above described premises are conveyed subject to the following:

1. All rights and easements granted to Public Service Company of New Hampshire as set forth in deeds recorded in the Merrimack County Registry of Deeds, Book 502, Page 443, and Book 688, Page 459;
2. All rights and easements conveyed to Concord Electric Company and New England Telephone and Telegraph Company as set forth in deed recorded in said Registry, Book 688, Page 141;
3. Any and all sloping rights and any other rights released to the State of New Hampshire as set forth in documents recorded in said Registry, Book 693, Page 245; and
4. Current use taxation.

Tract II: A certain tract or parcel of land situated in said Canterbury, sometimes known as the L. Fellows Lot, and bounded and described as follows:

Bounded on the north by land now or formerly of Lucian Hildreth, formerly of Henry L. Clough; bounded on the west by land now or formerly of the State of New Hampshire (Interstate Route 93); bounded on the south by land now or formerly of Kenneth Gilman and formerly of Charles Gilman; and bounded on the east by land now or formerly of Lansing P. Mallett. Containing 45 acres, more or less.

The above described premises are conveyed subject to the following:

1. Easement and right of way for poles and wires granted by Raymond Glines to Public Service Company of New Hampshire by deed dated December 31, 1950 and recorded in Merrimack County Registry of Deeds, Book 693, Page 51; and
2. Current use taxation.

MEANING AND INTENDING to describe and convey hereby a portion of all and the same premises conveyed by Lansing P. Mallett, Trustee under Agreement of Trust, dated October 31, 1985, as amended, to Windswept Farms, Inc., by Quitclaim Deed dated September 30, 1998 and recorded with the Merrimack County Registry of Deeds at Book 2121, Page 1579.

THESE ARE NOT HOMESTEAD PREMISES.

Executed this 14 day of May, 2001.

Windswept Farms, Inc.

By William D. Chase &
William D. Chase, Its President
Duly Authorized

[EXECUTE IN BLACK INK ONLY]

STATE OF Florida
COUNTY OF Sarasota SS.

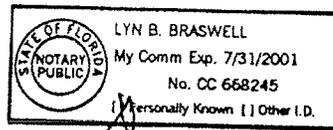
The foregoing instrument was acknowledged before me this 14 day of
May, 2001 by William D. Chase, the duly authorized President of Windswept Farms,
Inc., a New Hampshire corporation, on behalf of said corporation.

Lyn B. Braswell
Notary Public

My commission expires: 7/31/2001

Notary Seal or Stamp:

[EXECUTE IN BLACK INK ONLY]



MERRIMACK COUNTY RECORDS

Kathi L. Gray, Register

KNOW ALL MEN BY THESE PRESENTS

Canterbury
Deed

THAT I, Kenneth B. Pope of Canterbury County of Merrimack in the State of New Hampshire (hereinafter called the first party) in consideration of one dollar paid by the Public Service Company of New Hampshire and assigns (hereinafter called the second party), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the second party, its successors and assigns, the right to erect, repair, maintain, rebuild, operate and patrol electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires and guys, over and across a strip of land 100 feet in width being a part of the lands owned by the first party in the town of Canterbury in said County, bounded and described as follows: Wire right, of a 100 foot wide right of way strip Beginning at land of Charles Gilman southerly and extending to land of Leroy A. Glines northerly and bounded easterly by land of the first party and westerly by land of Leroy A. Glines.

Limiting the right of way to a triangular piece of land, the easterly boundary of which is 42½ feet from the center of the existing pole line.

Being a part of the same premises described in deed of Ralph C. Roundy to Kenneth B. Pope dated May 12, 1910 and recorded in the Merrimack County Registry of Deeds. Book 390 Page 239.

The exact location of the transmission lines aforesaid is to be selected by the second party, after its final surveys have been completed, within the above limitations.

Permission is given to remove such trees as in the judgment of the second party may interfere with or endanger said lines or their operation. Permission is also given to trim or remove trees and underbrush for a width of 100 feet of the herein described transmission line right of way strip. 42½ feet Easterly of present survey of right of way strip.

The second party agrees to cut the timber upon said right of way strip into merchantable lengths and the wood into sled lengths, said timber and wood shall remain the property of the first party.

The second party agrees that before transmitting electricity over the transmission lines, rights for which are granted in this instrument, it will pay or tender to said first party the sum of \$25.00, and the first party hereby agrees to accept said sum as full payment for all rights granted hereunder and as full compensation for any damage done to his property by the exercising of the rights herein granted.

It is agreed that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to said premises are hereby waived and cancelled, and that there are no agreements, promises or understandings with respect to said premises not herein mentioned.

To have and to hold to the second party, its successors and assigns forever.

The first party covenants and agrees that he has full right, title and authority

to convey the foregoing rights and privileges and will defend same to said second party against the claims or demands of all persons.

And I, the wife of said first party, hereby release all my rights of dower in the foregoing premises so far as affected by the above conveyance.

WITNESS the hand and seal of the first party this 9th day of March 1929.

In the presence of

Beulah G. Jackman

Kenneth B. Pope (L. S.)

Freeman T. Jackman

Agnes G. Pope (L. S.)

STATE OF NEW HAMPSHIRE, Merrimack SS.

Mch. 9th 1929.

Kenneth B. Pope and Agnes G. Pope personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed. Before me,

Freeman T. Jackman,

Justice of the Peace.

Date March 9, 1929.

Received of the PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE Twenty five and $\frac{1}{100}$ Dollars. It being the payment in full for the herein described right of way.

Kenneth B. Pope

By Burns P. Hodgman

Received Mar. 26, 10-16 A. M. 1929.
Recorded and examined. Attest:

Freeman T. Jackman
Register.

Franklin
Release

KNOW ALL MEN BY THESE PRESENTS,

that I, Louise A. Schneiker of New York City for and in consideration of one dollar and other valuable consideration, to me in hand paid do hereby release my interest as mortgagee in and to the premises in Franklin in the county of Merrimack and State of New Hampshire heretofore conveyed to the Public Service Company of New Hampshire by Mrs. E. W. Sanborn Aimee Truelsen and Dorris Ryan and being the right and easement to use said premises for transmission line purposes. Said premises are described as follows:

A certain tract of land situated in said Franklin containing .82 of an acre more or less and consisting of a strip of land one hundred (100) feet wide and two hundred seventy seven (277) feet more or less in length, bounded southerly by land of James E. Smith and northerly by land of Charles W. Colby and lying forty two and one half ($42\frac{1}{2}$) feet easterly and fifty seven and one half ($57\frac{1}{2}$) feet westerly of a survey line described as follows:

Beginning at a stake at land of James E. Smith, thence running north forty five (45) degrees west two hundred seventy seven (277) feet more or less to a stake at land of Charles W. Colby.

My interest in said premises is under a mortgage of Minnie Truelsen to Calvin T. Call recorded in Merrimack County Registry, Lib. 405, Fol. 298, which said mortgage was assigned to me by Cora E. Connor, executrix, by assignment recorded in said registry, Lib. 430, Fol. 545.

Witness my hand and seal this 22 day of January, 1929.

KNOW ALL MEN BY THESE PRESENTS

That we, Roland A. Fifield and Margaret Fifield

of Canterbury County of Merrimack

in The State of New Hampshire... in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire... do hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the RIGHT and EASEMENT to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines... 225 feet in width in the town/city of Canterbury county of Merrimack State of New Hampshire.

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Said 225 foot strip shall extend 75 feet easterly and 150 feet westerly of a line or extension of a line, described as follows:

Beginning at a point in the wire fence marking the southerly boundary line of Grantor's land at land of Gilman, said point of beginning being one hundred fifteen (115) feet measured easterly along said fence from the southwesterly corner of Grantor's land; thence running North 17°15' W a distance of two hundred fifty-four (254) feet to a point in the wire fence marking the westerly boundary line of Grantor's land at land of Glines.

Said 225 foot right of way strip includes the 100 foot right of way strip purchased by the Grantee in 1928.

Being a part of the same premises described in deed of Herbert L. Perkins et al to Roland A. Fifield et al dated April 18, 1950 and recorded in the Merrimack County Registry of Deeds, Book 679 Page 313

Nov. 20, 1950

For value received, the Merrimack County Savings Bank, holder of a mortgage given by Roland A. and Margaret Fifield to it dated May 8, 1950, and recorded in Merrimack County Registry of Deeds, Vol. 680, Page 57, releases said mortgage insofar as it covers the easements and rights granted by the within deed, but not otherwise:

Merrimack County Savings Bank
Harry A. Tuttle
Executive Vice-President.

6019 Rev. 1M 4-50-F U.C. 3401

This conveyance shall include (1) the right to clear and keep clear the strip of all trees and underbrush by such means as the Grantee may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as it may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever. The Grantor covenants and agrees that they have full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

And we, Roland O. Fifield and MARGARET Fifield husband and wife

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for the consideration stated, do hereby release to the said Grantor, and Respective right of evisment and power in the before-mentioned premises.

WITNESS OUR hands and seals this 21st day of November 1958

Handwritten signature

In the presence of
Handwritten signature
To SAID

WITNESS
Hand and seal this

The execution hereof
is not executed

The State of New Hampshire
MERRIMACK SS
November 21, 1958
Rahnd O Field and
Margaret Field

Personally appeared and acknowledged the foregoing instru-
ment to be THEIR voluntary act and deed

Notary Public
Donald E. Smith



Recorded and examined,
Dec. 19, 10-10 A. M. 1958

Handwritten signature